



UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office
Address: COMMISSIONER FOR PATENTS
P.O. Box 1450
Alexandria, Virginia 22313-1450
www.uspto.gov

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
-----------------	-------------	----------------------	---------------------	------------------

10/658,149

09/09/2003

Michael Darweesh

MSFT-2569/305143.1

5682

41505

7590

12/28/2009

WOODCOCK WASHBURN LLP (MICROSOFT CORPORATION)
CIRA CENTRE, 12TH FLOOR
2929 ARCH STREET
PHILADELPHIA, PA 19104-2891

EXAMINER

PALIWAL, YOGESH

ART UNIT

PAPER NUMBER

2435

MAIL DATE

DELIVERY MODE

12/28/2009

PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No. 10/658,149	Applicant(s) DARWEESH ET AL.	
	Examiner YOGESH PALIWAL	Art Unit 2435	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 23 September 2009.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1,2,6-8,10-12,14,17-19,21-27 and 29-39 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1, 2, 6-8, 10-12, 14, 17-19, 21-27 and 29-39 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

- Applicant's submission for RCE filed on 9/23/2009 has been entered. Applicant has amended claims 1, 2, 6, 7, 10-12, 14, 17-19, 21-23, 33 and 34; canceled claims 9 and 20; and added claims 35-39. Currently claims 1, 2, 6-8, 10-12, 14, 17-19, 21-27, and 29-39 are pending in this application.

Response to Arguments

1. Applicant's arguments with respect to claims 1, 12, 17 and 23 have been considered but are moot in view of the new ground(s) of rejection.

Claim Objections

2. Claims 1 and 23 are objected to because of the following informalities:
 - Claim 1, line 1, "automating the generation", should read, "automating generation".
 - Claim 1, line 2, "the execution", should read, "an execution".
 - Claim 1, line 8, "the manifest", should read, "the vendor-provided manifest".
 - Claim 1, line 13, "into the manifest", should read, "into the vendor-provided manifest".
 - Column 23, line 1, "A system comprising a processor for generating a manifest, the system comprising", should read, "A system comprising a processor for generating a manifest, the system further comprising".

Examiner suggests reviewing of other independent claims and dependent claims for lack of antecedent basis of all the claim language. Appropriate correction is required.

Claim Rejections - 35 USC § 103

3. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 1, 2, 6-8, 10, 31-32, and 35 are rejected under 35 U.S.C. 103(a) as being unpatentable over England et al. (US 6,330,670 B1), hereinafter, "England" in view of in view of Jensenworth et al. (US 6,279,111), "Jensenworth", Lao et al. (US 2003/0220880 A1), hereinafter, "Lao", and further in view of Challenger (US 6,704,868 B1), "Challenger".

Regarding **Claim 1**, England discloses a method of automating the generating a vendor-provided manifest that governs the execution of a software object distributed by the vendor, the method comprising:

accessing manifest (see, Fig. 2, Numeral 222 + Numeral 223, and also see, Column 10, lines 14-25), comprising one or more rules imposed by the vendor for ensuring integrity of an address space that is used in a computer for executing the software object (see, Column 10, lines 14-25 and Column 19, lines 45-53), the one or more rules incorporating a list of acceptable modules (see, Column 10, lines 14-25)

Art Unit: 2435

wherein acceptable modules may be executed in the address space of the computer and the unacceptable modules are unconditionally barred from being executed in the address space of the computer (see abstract).

England discloses that the manifest comprises the list of acceptable modules but does not explicitly disclose the list of unacceptable modules to be included in the license.

However, Jensenworth discloses a manifest comprising the list of unacceptable modules (see, Column 5, lines 50-67 and Column 12, lines 1-9).

Therefore, it would have been obvious at the time the invention was made to one of ordinary skill in the art to include, in the license of England, a list of unacceptable modules so that the access to the content of England can be barred explicitly from these unacceptable modules.

England discloses a manifest but does not explicitly disclose creating a manifest configuration file (MCF) that provides a description of requirements to be embodied in the vendor-provided manifest, the description including an identity of a key file that contains a cryptographic key, wherein providing said identity of the key file eliminates the need to manually insert cryptographic key data into the manifest; parsing the MCF to create a generic representation containing substance specified in the MCE; and providing the generic representation to a manifest generation tool that reads the generic representation, retrieves said cryptographic key to obtain cryptographic key data for insertion into the manifest, and generates the vendor-provided manifest in an eXtensible Right Markup Language (XRML) format based on the requirements.

Lao discloses creating a manifest configuration file (MCF) that provides a description of requirements to be embodied in the vendor- provided manifest (see, Fig. 19, Numeral 1901, "Rights information" and Paragraph 0158-0159, author accessing license generation and interpretation service 190 to specify the rights information. Note that the user specify the rights using a GUI which are later converted into an unsigned rights expression) parsing the MCF to create a generic representation containing substance specified in the MCE (See, Fig. 19, Numeral 1903, "Rights Expression" and Paragraph 0158, "the License Generation and Interpretation Service 1907 converts **the information the user 1919 provides into a rights expression**, for example, an unsigned license, based on XrML"); and providing the generic representation to a manifest generation tool generates the vendor-provided manifest in an eXtensible Right Markup Language (XRML) format based on the requirements (see, Paragraph 0159, "The unsigned license is then returned, conveyed, transmitted, and the like, to the user 1919, and the user 1919 can digitally sign the license.").

Therefore, it would have been obvious at the time the invention was made to one of ordinary skill in the art to generate, the license of England, using the license generation and interpretation service of Lao. This would be beneficial for the user such as author of software of England that uses authoring application which does not provide a way to specify rights metadata for the content by providing such services with license generation and interpretation service (see, Lao, Paragraph 0158)

The above combination does not explicitly discloses the description including an identity of a key file that contains a cryptographic key, wherein providing said identity of

Art Unit: 2435

the key file eliminates the need to manually insert cryptographic key data into the manifest a manifest generation tool that reads the generic representation, retrieves said cryptographic key to obtain cryptographic key data for insertion into the manifest.

Challener discloses description of the specification for the manifest including an identity of a key file that contains a cryptographic key, wherein providing said identity of the key file eliminates the need to manually insert cryptographic key data into the manifest and cryptographic key is included in manifest during manifest generation process (see, Column 3, line 62- Column 4, line 13).

Therefore, it would have been obvious at the time the invention was made to one of ordinary skill in the art to include, in the certificate of the combination of England, Jensenworth, and Lao, the public key of the user of the certificate as taught by Challenger so that When an application needs to transmit an encrypted message or to perform an authentication procedure, encryption/decryption engine 32 accesses the user private key pointed to by the application's associated certificate, and then encrypts the message or signs a signature utilizing the user private key (see, Challenger, Column 4, lines 8-13).

Regarding **Claim 2**, the rejection of claim 1 is incorporated and the combination of England, Jensenworth, Lao, and Challenger further discloses wherein said MCF identifies the acceptable and unacceptable modules, and wherein generating the manifest comprises including, in said manifest, the identities of the acceptable and unacceptable modules identified in the description (see, England, Column 10, lines 14-

Art Unit: 2435

25 and Jensenworth, Column 5, lines 50-67 and Column 12, lines 1-9 as combined with Lao).

Regarding **Claim 6**, the rejection of claim 2 is incorporated and the combination of England, Jensenworth, Lao, and Challenger further discloses wherein said MCF indicates whether said manifest will contain hashes for identifying the unacceptable modules (see, Jensenworth, Column 7, lines 33-44).

Regarding **Claim 7**, the rejection of claim 1 is incorporated and the combination of England, Jensenworth, Lao, and Challenger further discloses wherein at least one of said acceptable modules comprises a key, and wherein said specification indicates that the at least one of said acceptable modules signed with said key may be loaded into said address space (see, Column 10, lines 41-51) and wherein generating said manifest comprises: retrieving said key from a file identified in said specification; and including said key in said manifest (see Challenger, Column 3, line 62- Column 4, line 13).

Regarding **Claim 8**, the rejection of claim 1 is incorporated and the combination of England, Jensenworth, Lao, and Challenger further discloses wherein generating said manifest comprises:

Computing a hash of at least one of said unacceptable module and including said hash in said manifest (see, Jensenworth, Column 7, lines 33-44).

Regarding **Claim 10**, the rejection of claim 1 is incorporated and the combination of England, Jensenworth, Lao, and Challenger further discloses receiving a key associated with at least one of a) a vendor or b) a distributor of said software object;

Art Unit: 2435

signing said manifest with said key to produce a digital signature; and including said digital signature in said manifest (see, Lao, Paragraph 0159).

Regarding **Claims 31 and 32**, the rejection of claim 1 is incorporated and the combination of England, Jensenworth, Lao, and Challenger does not disclose wherein at least one of the unacceptable modules is identified in the list by a version number or a range of a version numbers.

However England in the same reference discloses identifying modules in the list by a range of version numbers (see, Column 9, lines 20-27).

Therefore, it would have been obvious at the time the invention was made to one of ordinary skill in the art to identify, in the license of England as modified by Jensenworth, unacceptable modules by the range of version numbers as applied by England to it's right management certificate so that the same name software can be divided into acceptable or unacceptable modules based on the version information.

Regarding **Claim 35**, the rejection of claim 1 is incorporated and the combination of England, Jensenworth, Lao, and Challenger further discloses wherein integrity of said address space is further enforced by confining inside said address space each of a) said software object, b) data used by said software object, and c) auxiliary code modules that are used by said software object (see, England, Column 4, line 16-21, Column 16, lines 24-32)

Claims 12, 14, 17-19, 21, 23-24, 26-30, and 38-39 are rejected under 35 U.S.C. 103(a) as being unpatentable over England in view of Lao and further in view of Lai (US 2005/0044197 A1), hereinafter, "Lai".

Regarding **Claim 12**, England discloses a computer-readable storage medium encoded with computer-executable instructions to perform a method of generating a manifest that governs the execution of a software object distributed by a vendor, the method comprising:

a file containing description of the manifest wherein the description comprises a vendor-specified policy configured to preclude loading of a rogue module into an address space of a computer in which the software object is to be executed (see, Column 18, lines 39-54 and also abstract);

accessing a manifest based on the file containing description and including in said manifest an identification of said executable module and an indication that said executable module may be loaded into said address space (see, Column 18, lines 39-54, and column 10, lines 14-25).

England discloses a manifest but does not explicitly disclose generating a file containing a high-level description of the manifest using human-readable syntax and parsing the file by eliminating at least a portion of the human-readable syntax to generate a generic representation of the material contained in the file and finally generating a manifest based on the generic representation.

Lao discloses generating a file containing a high-level description of the manifest using human-readable syntax (see, Fig. 19, Numeral 1901, "Rights information" and

Paragraph 0158-0159, author accessing license generation and interpretation service 190 to specify the rights information. Note that the user specify the rights using a GUI which are later converted into an unsigned rights expression) and parsing the file to generate a generic representation of the material contained in the file and finally generating a manifest based on the generic representation (See, Fig. 19, Numeral 1903, "Rights Expression" and Paragraph 0158, "the License Generation and Interpretation Service 1907 converts the information the user 1919 provides into a rights expression, for example, an unsigned license, based on XrML").

The combination of England and Lao discloses using XrML file but does not disclose eliminating at least a portion of human-readable syntax while generating a generic representation.

Lai discloses eliminating at least a portion of human-readable syntax while generating a generic representation (see, Paragraph 1192, "In practice, the sensitive data in the SOAP messages is typically encrypted and signed with a digital signature to support non-repudiation.").

Therefore, it would have been obvious at the time the invention was made to one of ordinary skill in the art to eliminate, by encrypting the sensitive human readable data in the XrML certificate of the combination of England and Lai, as taught by Lai to support non-repudiation (see, Lai, Paragraph 1192).

Regarding **Claim 14**, the rejection of claim 12 is incorporated and the combination of England, Lao and Lai further discloses wherein said rouge module is located external to the manifest and is operative to perform an unauthorized operation

Art Unit: 2435

in said address space of said computer (see, Column 9, lines 16-29 and Column 18, lines 39-54).

Regarding **Claim 17**, England discloses a method of automating the generation of manifest that governs the execution of a software object, the method comprising:

creating a specification that permits a vendor to specify what may be loaded into an address space of the software a computer in which object is to be executed, the specification referring to one or more components that are external to the software and external to the specification (see, Column 18, lines 39-54 and also abstract);

including, in a manifest (see, Column 10, lines , 14-25, access predicate + license), data from one of said one or more components (see, Column 18, lines 39-54);
or

England discloses a manifest but does not explicitly discloses creating a file using a high-level description containing human-readable syntax that simplifies the describing of the manifest and parsing the file to generate an internal data structure representing a substance of the requirements with at least a portion of the human-readable syntax removed and using a manifest generation tool that accepts the internal data structure and automatically generates therefrom, the manifest.

Lao discloses creating a file using a high-level description containing human-readable syntax that simplifies the describing of the manifest (see, Fig. 19, Numeral 1901, "Rights information" and Paragraph 0158-0159, author accessing license generation and interpretation service 190 to specify the rights information. Note that the user specify the rights using a GUI which are later converted into an unsigned rights

Art Unit: 2435

expression) and parsing the file to generate an internal data structure representing a substance of the requirements (See, Fig. 19, Numeral 1903, "Rights Expression" and Paragraph 0158, "the License Generation and Interpretation Service 1907 converts the information the user 1919 provides into a rights expression, for example, an unsigned license, based on XrML") and using a manifest generation tool that accepts the internal data structure and automatically generates therefrom, the manifest (see, Paragraph 0159, "The unsigned license is then returned, conveyed, transmitted, and the like, to the user 1919, and the user 1919 can digitally sign the license.").

Therefore, it would have been obvious at the time the invention was made to one of ordinary skill in the art to generate, the license of England, using the license generation and interpretation service of Lao. This would be beneficial for the user such as author of software of England that uses authoring application which does not provide a way to specify rights metadata for the content by providing such services with license generation and interpretation service (see, Lao, Paragraph 0158)

The combination of England and Lao discloses using XrML file but does not disclose eliminating at least a portion of human-readable syntax while generating a generic representation.

Lai discloses eliminating at least a portion of human-readable syntax while generating a generic representation (see, Paragraph 1192, "In practice, the sensitive data in the SOAP messages is typically encrypted and signed with a digital signature to support non-repudiation.").

Therefore, it would have been obvious at the time the invention was made to one of ordinary skill in the art to eliminate, by encrypting the sensitive human readable data in the XrML certificate of the combination of England and Lai, as taught by Lai to support non-repudiation (see, Lai, Paragraph 1192).

Regarding **Claim 18**, the rejection of claim 17 is incorporated and the combination of England, Lao and Lai further discloses wherein said one or more components comprises a module, wherein said file indicates either that said module may be loaded into a secure address space or that said module may not be loaded into said address space (see, Column 10, lines 14-24 and Column 18, line 55 - Column 19, line 9 as modified by Lao and Lai), and wherein said manifest generation tool including an identifier of said module in said manifest (see, Column 10, lines 14-24 and Column 18, line 55 - Column 19, line 9 as modified by Lao and Lai).

Regarding **Claim 19**, the rejection of claim 17 is incorporated and the combination of England, Lao and Lai further discloses wherein said one or more components comprise a key, wherein said file indicates either that modules signed with said key may be loaded into a secure address space or that modules signed with said key may not be loaded into said address space (see, Column 10, lines 41-51), and wherein said manifest generation tool retrieves said key from a location identified in said file, and includes a certificate for said key in said manifest (see, Column 8, lines 7-17).

Regarding **Claim 21**, the rejection of claim 17 is incorporated and the combination of England, Lao and Lai further discloses receiving a key associated with at least one of a) a vendor or b) distributor of the software; signing said manifest with said

key to produce a digital signature; and including said digital signature in said manifest (see, Column 8, lines 7-17).

Regarding **Claim 23**, England discloses a system comprising a processor for generating a manifest, the system comprising:

requirements relating to what may be loaded into an address space of a software object, said specification referring to one or more components external to said software and external to said specification (see, Column 18, lines 39-54 and also abstract); and

included in said manifest information contained in, or computed based on, said one or more components (see, Column 18, lines 39-54), the manifest configured to interoperate with a security component (see, Column 8, lines 56-65, Column 9, lines 11-15, “DDMOS”) that imposes a permeable barrier for selectively allowing acceptable modules to be loaded into the software space of the software object and blocking unacceptable modules from being loaded into the software space thereby preventing unauthorized tampering of the one or more components (see, Column 8, lines 56-65, Column 9, lines 11-15, “DDMOS” and also see abstract).

England does not explicitly disclose a first parser implemented on the processor, the first parser configured to receive a manifest specification in a human-readable syntax indicative of requirements for a manifest, the first parser generating therefrom, a generic representation of said requirements by removing at least a portion of the human-readable syntax,

Lao discloses disclose a first parser implemented on the processor, the first parser configured to receive a manifest specification in a human-readable syntax

indicative of requirements for a manifest (see, Fig. 19, Numeral 1901, “Rights information” and Paragraph 0158-0159, author accessing license generation and interpretation service 190 to specify the rights information. Note that the user specify the rights using a GUI which are later converted into an unsigned rights expression), the first parser generating therefrom, a generic representation of said requirements (See, Fig. 19, Numeral 1903, “Rights Expression” and Paragraph 0158, “the License Generation and Interpretation Service 1907 converts the information the user 1919 provides into a rights expression, for example, an unsigned license, based on XrML”).

The combination of England and Lao discloses using XrML file but does not disclose eliminating at least a portion of human-readable syntax while generating a generic representation.

Lai discloses eliminating at least a portion of human-readable syntax while generating a generic representation (see, Paragraph 1192, “In practice, the sensitive data in the SOAP messages is typically encrypted and signed with a digital signature to support non-repudiation.”).

Therefore, it would have been obvious at the time the invention was made to one of ordinary skill in the art to eliminate, by encrypting the sensitive human readable data in the XrML certificate of the combination of England and Lai, as taught by Lai to support non-repudiation (see, Lai, Paragraph 1192).

Regarding **Claim 24**, the rejection of claim 23 is incorporated and the combination of England, Lao and Lai further discloses wherein said one or more components comprise a module, and wherein said first manifest generator generates

Art Unit: 2435

said manifest by including, in said manifest, a datum that identifies said module (see, Column 10, lines 14-25).

Regarding **Claim 26**, the rejection of claim 23 is incorporated and the combination of England, Lao and Lai further discloses wherein said one or more components comprise a key, wherein said specification indicates either that acceptable modules signed with said key may be loaded into said address space or that unacceptable modules signed with said key may not be loaded into said address space (see, Column 10, lines 14-24 and Column 18, line 55 - Column 19, line 9), and wherein said first manifest generator retrieves said key from a file identified in said specification and includes said key in said manifest (see, Column 8, lines 7-17).

Regarding **Claim 27**, the rejection of claim 23 is incorporated and the combination of England, Lao and Lai further discloses wherein said first manifest generator generates a digital signature for said manifest by signing said manifest with a key associated with a vendor or distributor of said software object, and includes said digital signature in said manifest (see, Olsen, Column 10, lines 12-30)..

Regarding **Claim 29**, the rejection of claim 23 is incorporated and the combination of England, Lao and Lai further discloses a second parser that receives a manifest specification indicative of requirements for a manifest, the second parser generating a representation of said requirements in the same format as said first parser (see, Column 18, line 55- Column 19, line 1), wherein said first parser parses specifications in a first format and second parser parses specifications in a second format different from said first format, and wherein first manifest generator generates

Art Unit: 2435

said manifest based on a representation produced either by said first parser or said second parser (see, Column 19, lines 45-53).

Regarding **Claim 30**, the rejection of claim 23 is incorporated and the combination of England, Lao and Lai further discloses a second manifest generator that generates a manifest based on said representation, wherein said first manifest generator generates a manifest in a first format and second manifest generator generates a manifest in a second format different from said first format (see, Column 19, lines 54-61 and Lao, Paragraph 0159).

Regarding **Claims 38 and 39**, the rejections of claims 12 and 17 are incorporated and the combination of England, Lao and Lai further discloses

wherein said file is written in a Manifest Configuration File (MCF) format (see, Lao, Fig. 19, Numeral 1901, "Rights information" and Paragraph 0158-0159, author accessing license generation and interpretation service 190 to specify the rights information. Note that the user specify the rights using a GUI which are later converted into an unsigned rights expression), and wherein said manifest is generated in eXtensible Rights Markup Language (XRML) format (See Lao, Fig. 19, Numeral 1903, "Rights Expression" and Paragraph 0158, "the License Generation and Interpretation Service 1907 converts the information the user 1919 provides into a rights expression, for example, an unsigned license, based on XrML").

Claims 25 and 33-34 are rejected under 35 U.S.C. 103(a) as being unpatentable over England in view of Lao and Lai and further in view of Jensenworth.

Regarding **Claim 25**, the rejection of claim 24 is incorporated and the combination of England, Lao and Lai does not explicitly disclose wherein said datum comprises a hash of said module.

Jensenworth discloses datum comprising a hash of said module (see, Jensenworth, Column 7, lines 33-44).

Therefore, it would have been obvious at the time the invention was made to one of ordinary skill in the art to include, in the certificate of England, a datum comprising a hash of said module as taught by Jensenworth so that the hash included in the license can be matched with the hash of the application prior to granting access to the application.

Regarding **Claim 33**, the rejection of claim 12 is incorporated and the England discloses wherein identity of an unacceptable module that is unconditionally barred from being executed in the address space of the software object (see, England, Column 9, lines 11-29 and abstract). However, England does not explicitly disclose the list of unacceptable modules to be included in the license.

However, Jensenworth discloses a manifest comprising the list of unacceptable modules (see, Column 5, lines 50-67 and Column 12, lines 1-9).

Therefore, it would have been obvious at the time the invention was made to one of ordinary skill in the art to include, in the license of England, a list of unacceptable modules so that the access to the content of England can be barred explicitly from these unacceptable modules.

Regarding **Claim 34**, the rejection of claim 33 is incorporated and the combination of England, Lao, Lai and Jensenworth further discloses wherein the unacceptable module is identified in the policy by a hash identifier (see, Jensenworth, Column 7, lines 33-44).

Claims 36 and 37 are rejected under 35 U.S.C. 103(a) as being unpatentable over England in view of in view of Jensenworth, Lao, Challenger and further in view of Lai.

Regarding **Claim 36**, the rejection of claim 1 is incorporated and the combination of England, Jensenworth, Lao, and Challenger further discloses wherein said MCF is an MCF file containing a high-level description using human-readable syntax (see Lao, Fig. 19, Numeral 1901, "Rights information" and Paragraph 0158-0159, author accessing license generation and interpretation service 190 to specify the rights information. Note that the user specify the rights using a GUI which are later converted into an unsigned rights expression). The combination however does not explicitly disclose wherein parsing the MCF to create a generic representation comprises removing at least a portion of the human-readable syntax.

Lai discloses eliminating at least a portion of human-readable syntax while generating a generic representation (see, Paragraph 1192, "In practice, the sensitive data in the SOAP messages is typically encrypted and signed with a digital signature to support non-repudiation.").

Therefore, it would have been obvious at the time the invention was made to one of ordinary skill in the art to eliminate, by encrypting the sensitive human readable data in the XrML certificate of the combination of England and Lai, as taught by Lai to support non-repudiation (see, Lai, Paragraph 1192).

Regarding **Claim 37**, the rejection of claim 36 is incorporated and the combination of England, Jensenworth, Lao, Challener, and Lai further discloses wherein removing at least a portion of the human- readable syntax comprises removing all human-readable syntax from the MCF (see, Lai, Paragraph 1192).

Claim 11 is rejected under 35 U.S.C. 103(a) as being unpatentable over England in view of Jensenworth, Lao, Challener and further in view of Watanabe et al. (US 2002/0108041 A1), hereinafter Watanabe.

Regarding **Claims 11**, the rejections of claim 1 is incorporated and the combination of England, Jensenworth, Lao, and Challener discloses signing a manifest using the private key of the vendor or distributor. The combination does not explicitly discloses using hardware security module to sign manifest, said hardware security module being adapted to apply a key associated with a vendor or distributor of said software object without revealing said key outside said hardware security module.

However, Watanabe, in the same field of endeavor of cryptography, discloses signing digital document with private key of the signing party without revealing private key outside hardware security module (Paragraph 0195, One of the approaches to solve the problems of security assurance and enhanced computing speed is the use of

Art Unit: 2435

a hardware security module (HSM) in holding the signature keys (or private keys) and executing signature processing.”)

Therefore, it would have been obvious at the time the invention was made to one of ordinary skill in the art to use in the system of England, during a creation of cryptographic envelopes, use a hardware security module, as taught by Watanabe to provide highly temper resistant and security for the private key of the vendor (Watanabe, Paragraph 0195)

Claim 22 is rejected under 35 U.S.C. 103(a) as being unpatentable over England in view of Lao and Lai and further in view of Watanabe.

Regarding **Claims 22**, the rejections of claim 17 is incorporated and the combination of England, Lao and Lai further discloses signing a manifest using the private key of the vendor or distributor. The combination does not explicitly disclose using hardware security module to sign manifest, said hardware security module being adapted to apply a key associated with a vendor or distributor of said software object without revealing said key outside said hardware security module.

However, Watanabe, in the same field of endeavor of cryptography, discloses signing digital document with private key of the signing party without revealing private key outside hardware security module (Paragraph 0195, One of the approaches to solve the problems of security assurance and enhanced computing speed is the use of a hardware security module (HSM) in holding the signature keys (or private keys) and executing signature processing.”)

Art Unit: 2435

Therefore, it would have been obvious at the time the invention was made to one of ordinary skill in the art to use in the system of England, during a creation of cryptographic envelopes, use a hardware security module, as taught by Watanabe to provide highly temper resistant and security for the private key of the vendor (Watanabe, Paragraph 0195).

Conclusion

Any inquiry concerning this communication or earlier communications from the examiner should be directed to YOGESH PALIWAL whose telephone number is (571)270-1807. The examiner can normally be reached on M-F: 7:30 AM - 5:00 PM EST.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Kim Vu can be reached on (571) 272-3859. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Art Unit: 2435

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/Y. P./

Examiner, Art Unit 2435

/Kimyen Vu/

Supervisory Patent Examiner, Art Unit 2435